

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION CIRCUIT COURT
CAUSE NO. 49C01-0709-PL-038085

STATE OF INDIANA,)

Plaintiff,)

v.)

JAMES WORKMAN,)
individually and doing business as)
AFFORDABLE CONSTRUCTION SERVICE,)
also doing business as)
J.A. WORKMAN CONTRACTING CO.,)
also doing business as)
EXTERIORS PLUS,)

Defendants.)

FILED

(32) AUG 05 2008

Elizabeth G. White
CLERK OF THE MARION CIRCUIT COURT

MOTION FOR DEFAULT JUDGMENT

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General January Portteus, pursuant to Trial Rule 55 of the Indiana Rules of Trial Procedure, respectfully moves the Court to enter a Default Judgment against the Defendant James Workman, individually and doing business as, Affordable Construction Service, also doing business as J.A. Workman Contracting Co., also doing business as Exteriors Plus, and in support thereof states:

PARTIES

1. On September 7, 2007, the Plaintiff filed its Complaint for Injunction, Restitution, Costs, and Civil Penalties against the Defendant.
2. Service was made by the Marion County Sheriff's Office by leaving a copy of the complaint and summons at Defendant's residence on July 1, 2008.

3. More than twenty-three (23) days have passed since Service of Process was made on Defendant.

4. Defendant James Workman, individually and doing business as Affordable Construction Service, also doing business as J.A. Workman Contracting Co., also doing business as Exteriors Plus has failed to appear, plead or otherwise respond to the complaint.

5. Defendant is not an infant, incompetent, or in military service.

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter a default judgment against the Defendant, James Workman, individually and doing business as Affordable Construction Service, also doing business as J.A. Workman Contracting Co., also doing business as Exteriors Plus, enjoining the Defendant from the following:

- a. in the course of entering into home improvement transactions, failing to provide the consumer a written, completed home improvement contract, which includes at a minimum the following:
 - i) The name of the consumer and the address of the residential property that is the subject of the home improvement;
 - ii) The name and address of the Defendant and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
 - iii) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;

- iv) A reasonably detailed description of the proposed home improvements;
 - v) If the description required by Ind. Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
 - vi) The approximate starting and completion date of the home improvements;
 - vii) A statement of any contingencies that would materially change the approximate completion date;
 - viii) The home improvement contact price; and
 - ix) Signature lines for the Defendant or the Defendant's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature;
- b. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment;

- c. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer and having it signed by the consumer;
- d. representing expressly or by implication that the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should know it does not have;
- e. representing expressly or by implication that the Defendant will be able to deliver or complete the subject of the consumer transaction within a stated or reasonable period of time, when the Defendant knows or should reasonably know he cannot;
- f. soliciting or engaging in home improvement transactions without a license or permit as required by law.

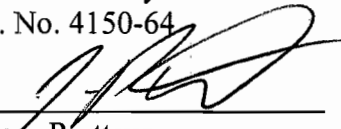
AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against Defendant for the following relief:

- a. cancellation of the Defendant's unlawful contracts with all consumers, including but not limited to the following consumers identified in Plaintiff's Complaint for Injunction, Restitution, Costs, and Civil Penalties: Thomas L. Townsley of Indianapolis, Indiana; Barbara K. Doty of Indianapolis, Indiana; Timothy W. Jacobs of Indianapolis, Indiana; and Michael B. Trowbridge of Avon, Indiana, pursuant to Ind. Code § 24-5-0.5-4(d);

- b. consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), in a total amount of Six Thousand One Hundred Eighty Three Dollars (\$6,183.00); for the benefit of Thomas L. Townsley in the amount of One Thousand Two Hundred Dollars (\$1,200.00); Timothy W. Jacobs in the amount of Three Thousand Two Hundred Dollars (\$3,200.00); and Michael B. Trowbridge in the amount of One Thousand Seven Hundred Eighty Three Dollars (\$1,783.00);
- c. costs, pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action in the amount of Four Hundred Twenty Five Dollars (\$425.00);
- d. on Count III of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Twenty Thousand Dollars (\$20,000.00) payable to the State of Indiana;
- e. on Count III of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of Two Thousand Dollars (\$2,000.00) payable to the State of Indiana; and
- f. all other just and proper relief.

Respectfully Submitted,

STEVE CARTER
Indiana Attorney General
Atty. No. 4150-64

By: 
January Portteus
Deputy Attorney General
Atty. No. 25741-49

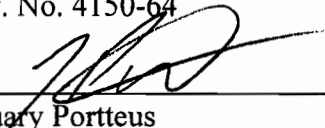
Office of Attorney General
Indiana Government Center South
302 W. Washington Street, 5th floor
Indianapolis, IN 46204
Telephone: (317) 232-0171

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that she has this 6th day of August, 2008, mailed a copy of the foregoing to all parties or the attorneys of record for all other parties in this action by placing same properly addressed in the U.S. Mail with sufficient postage to insure delivery.

James Workman
423 N. Berwick Avenue
Indianapolis, IN 46222

STEVE CARTER
Indiana Attorney General
Atty. No. 4150-64

By: 
January Portteus
Deputy Attorney General
Atty. No. 25741-49

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